

EXHIBIT E

AGREEMENT

Between

TOWN OF BOURNE

And

**LOCAL UNION 1717, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
AFL-CIO, CLC**

*Effective July 1, 2017
Expiring June 30, 2020*

(Revised 10/17/2017)

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This Agreement made under the provisions of Chapter 150E of the General Laws by and between the Town of Bourne, hereinafter referred to as the "Town", and Local 1717, International Association of Fire Fighters, hereinafter referred to as the "Union", has as its stated purpose the maintenance and promotion of a more harmonious relationship between the Town and the members of its Fire Department who fall within the scope of this Agreement in order that a more efficient and progressive public service may be rendered and a more equitable employment relationship be established.

NOW, THEREFORE, in consideration of the mutual promises and agreements, herein contained, the parties mutually agree as follows:

WITNESSETH:

ARTICLE I: PUBLIC EMPLOYEES

The individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

Employees covered under this agreement shall be provided a set of comprehensive rules and regulations that are to be acknowledged and adhered to provided that such rules and regulations do not violate or conflict with any provision in this agreement. Effective July 15, 2012, and with all versions thereafter, members of the fire department shall receive the most current version of the rules and regulations of the Bourne Fire Department and acknowledge receipt in writing.

ARTICLE II: RECOGNITION

The Town hereby recognizes the Union as the exclusive bargaining representative, for the purpose of bargaining with respect to wages, hours of work, and working conditions of all full-time employees of the Bourne Fire Department, presently including Firefighters, Lieutenants, Deputy Chiefs, Emergency Medical Technicians, Paramedics and Fire Inspectors, but excluding the Chief, Assistant Chief and call firefighter, secretary, part time secretary and the Clerk and other civilians.

ARTICLE III: NONDISCRIMINATION

Section 1.

There shall be no discrimination, interference, retaliation, restraint, or coercion by the Town, Union, or their respective agents against any employee(s) because of his membership or non-membership in the Union, activity or lack of activity on behalf of the Union, or because an employee pursued or advanced rights and privileges contained in the Agreement.

Each and every member of the bargaining unit or Local 1717, itself, may continue to exercise any rights, powers, or course of action to which they, collectively or severally, may be entitled to under the Laws of the Commonwealth of Massachusetts, the United States, or the ordinances or other legislative acts of the Town of Bourne, except that pursuant to G.L. c. 150E, § 7 where any provision of this agreement conflicts with any local ordinance or legislative act of the Town, except those adopted prior to the effective date of this agreement, said contract provision shall supersede and take precedence over any such conflicting statute, local ordinance, or other legislative act of the Town. Any and all rights and remedies that may exist at law, in equity or

otherwise are hereby retained and reserved by the Union on its own behalf as the sole bargaining representative and on behalf of its individual members.

Notwithstanding any contrary provisions of this Section or elsewhere in this Agreement, the Union on its own behalf and on behalf of the employees it represents, agrees that collective bargaining under G.L. c. 150E shall be the sole and exclusive procedure utilized to change or improve wages, hours, and working conditions of bargaining unit employees within the Town of Bourne.

Section 2

Employees are free to become or refrain from becoming members of the Union as they see fit.

Section 3-Union Use of Facilities

The fire station facilities of the fire department shall be made available to Union members for meetings and Union work, so long as there is no interference with normal work duties or details.

ARTICLE IV: PAYROLL DEDUCTION OF UNION DUES AND AGENCY SERVICE

FEE

Section 1- Deduction of Union Dues & Fees

Pursuant to the provisions of the General Laws, Chapter 180, Section 17A, Union dues and initiation fee shall be deducted by the Town weekly, from the salary of each employee who executes and remits to the Town a form of authorization for payroll deduction of Union Dues, as well as fees and/or other assessments. Remittance of the aggregate amount of dues shall be made to the Union Treasurer within twenty (20) working days after the month in which the dues are deducted.

Section 2-Withdrawal of Authorization to Deduct Dues

Such authorization may be withdrawn by an employee by giving at least forty-five (45) days' notice, in writing, to both the Town and the Union Treasurer.

Section 3-Notice of Sum and Changes

The sum which represents such monthly Union dues and fees and/or assessments shall be certified to the Town Treasurer as constituting such by the Treasurer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until twenty-one (21) days' written notice of such change has been received by the Town Treasurer from the Treasurer of the Union.

Section 4-Payroll Deduction of Agency Service Fee.

Pursuant to General Laws, Chapter 150E, Section 12, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said agency service fee shall be deducted monthly.

The Union agrees to indemnify the Town for damages incurred in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of

General Laws, Chapter 150E, Section 12, or so long as an employee demand for rebate of part of the service payment remains in dispute.

ARTICLE V: MANAGEMENT RIGHTS

Subject to applicable law and the express provisions of this Agreement, the Town and its Selectmen and Fire Chief shall not be deemed to be limited in any way in the exercise of the regular and customary functions or municipal management. The Fire Department may adopt rules for the operation of the Fire Department and the conduct of its employees provided such rules do not conflict with any provision of this Agreement.

ARTICLE VI: EMPLOYEE RIGHTS

Section 1-Union Activity

Employees have, and shall be protected in the exercise of the rights, freely and without fear or penalty or reprisal, to join and assist the Union. Freedom to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in any official capacity, and including the right to present Union views and positions to the public, to officials of the Town and the Fire Department, to members of the Board of Selectmen of Bourne and to the General Court or to any other appropriate authority, board or official, subject to the limitations contained in article III, Section 1, of this Agreement.

Without limitation of the foregoing, the Town agrees that it will not recognize, aid, promote, or finance any labor group or organization seeking or purporting to engage in collective bargaining for the Department or make any agreement with any such group or organization, which would violate the rights of the Union under the terms of this Agreement or the law.

Neither the Union nor the Town, nor any of their representatives, officials, agents, servants, or employees shall violate any rights of employees or of the parties as provided for and guaranteed by General Laws, Chapter 150E, generally, and Sections 10(a) and 10(b) specifically.

Section 2-Access to Personnel File

Any employee shall be given and have access at reasonable times to his own personnel file and shall have the right to question and refute derogatory and/or damaging statements therein. No post-employment material will be placed in an employee's personnel file unless such material is first shown to the employee who shall initial the document.

Section 3-Political Activity

Except when on duty or when acting in an official capacity, no covered employee shall be prohibited from engaging in, or refraining from political activity.

Section 4-Union Representation

Whenever any covered employee is under investigation or subjected to interrogation by the Department for any reason, which could lead to criminal charges, such investigation shall not take place before the employee is advised of the nature of the charge or possible charge against him, his right to remain silent, and his right to have counsel present before the commencement of said investigation or interrogation.

Section 5-Nondiscrimination

Inherent in this Agreement shall be the policy not to discriminate against any person because of race, creed, color, national origin, sex, or marital status, or participation or non-participation in, or association or non-association with the Union, its activities and affairs. The

Union will, subject to applicable law, act for and represent equally all persons covered by this Agreement whether or not they are Union members.

Section 6-Disciplinary Remedies

An employee (including provisional employees) with 12 months or more of continuous service in the bargaining unit who claims that s/he has been suspended, dismissed, removed, or terminated without just cause, shall be entitled to his/her remedies under civil service law and rules, or, if s/he so elects, under the grievance and arbitration provisions of this agreement, in which case such provisions shall be the exclusive procedure.

Section 7-Transition/Communication Committee

Calls coming in to the fire department, rather than the central dispatch, will be answered by the department's secretary when she is present, including sick calls; requests for burning permits; requests for inspections; and other types of business calls. During night hours and weekends outside the work schedule, calls coming in on the department's business lines shall first receive a taped message which shall provide an alternative number to call if the matter cannot wait until normal business hours resume. Thereafter, bargaining unit employees shall continue to cooperate with the fire chief in answering and responding to business calls coming in to the station, which must be answered. Unit employees shall also answer and respond to such calls coming in to the station when the secretary is on break away from her desk.

When the Town becomes aware that the secretary will be absent for any reason, the Town will arrange for a temporary replacement for the secretary who can respond to phone calls and requests coming in to the department business line. This provision shall not apply when the secretary's absence occurs with only last minute, or no notice, and the Town, after best efforts, cannot secure a replacement.

ARTICLE VII: NO STRIKES

For the duration of this Agreement, the Union agrees that there shall be no strikes, stoppage of work, slowdown, or any interference with the efficient management of the Fire Department.

ARTICLE VIII: NEW PERSONNEL

Section 1-Assignment to Headquarters

All new personnel shall be assigned as determined by the Chief, within appropriate location and time frame.

Section 2-Furnishment of Equipment

New personnel shall be furnished turnout equipment as specified in article XV within ten (10) days of employment, or, if such equipment is not available, it shall be ordered within such ten (10) days.

ARTICLE IX: SENIORITY LIST FOR ANNUAL LEAVE

Section 1-Seniority List

Seniority of employees shall be computed in each rank in accordance with the provisions of the General Laws, Chapter 31, Section 15D. Accurate and up-to-date seniority lists in accordance therewith shall be posted in each station on or before March 1st in each year. Where no complaint is made concerning the accuracy of the seniority list within the ten (10) day period following the annual posting, said list shall be deemed accurate and not subject to grievance.

ARTICLE X: VACANCIES AND TEMPORARY SERVICE IN HIGHER RANK

Section 1-Vacancies

The Chief shall anticipate and plan for the filling of a vacancy in any rank in an acting, provisional or permanent basis within thirty (30) days of the date on which the vacancy is expected to occur. The Town will maintain an active promotional list that effect all employees. Nothing in the previous sentence shall be deemed to require the Chief or the Town to fill any such vacancy on any such basis.

Section 2-Temporary Service in Higher Rank

Any employee temporarily assigned the duties of a higher rank shall, commencing with the completion of one full tour of duty (a ten hour day tour or a fourteen hour night tour) receive the pay for the higher rank as if promoted to the higher rank and shall be paid such higher rate of pay retroactive to the commencement of the tour of duty so assigned.

ARTICLE XI: HOURS OF WORK AND OVERTIME

Section 1-Normal Hours of Work

The average weekly hours of duty for the Bourne Fire Department shall not exceed forty-two (42) hours per week, average, during an eight consecutive week period and shall be as follows: A normal tour of duty for the day shift will be ten (10) hours from 8:00 AM to 6:00 PM. The normal tour of duty for a night shift shall be fourteen (14) hours from 6:00 PM to 8:00 AM. The ten-hour day shift and the fourteen-hour night shift shall be worked consecutively so that a normal working tour shall be twenty four (24) hours. The 24-hour work schedule shall consist of 24 hours on duty, 24 hours off duty, followed by 24 hours on duty, followed by 120 hours off duty. Day hours for training purposes are defined as being between 8:00 A.M. and 6:00 P.M., Monday through Friday (see Section 9).

Each employee shall be assigned to regular work schedules as a member of a group. No change of an employee's regular work schedule shall be made unless one (1) weeks' notice is given of the new regular work schedule.

Section 1A-Fire Inspector Hours of Work

The weekly hours of duty for the Bourne Fire Inspector(s) shall not exceed forty (42) hours per week and shall be as follows: Monday through Thursday 8:00 AM to 4:30 PM, except on holidays, and Fridays from 8:00 AM to 4:00 PM, except on holidays. The normal hours of work may be changed for the purpose of attending meetings or to conduct inspections in business operating at night. Notice of such change shall be given as soon as possible; if less than seventy two (72) hours' notice is given, then it is subject to the availability of the inspector(s), and shall be paid at overtime if the hours work exceeds forty-two (42) hours per week.

After the inspector has been in the position for a period of three (3) years, the workweek may be changed to a four (4) ten hour workdays with the workweek being between Tuesday and Friday.

Section 2-Early Relief

Upon checking with the company officer in charge, man-for-man early relief shall be permitted.

The Union will cooperate with the Town in preventing tardiness or absenteeism in disciplining employees who develop a pattern of tardiness or absenteeism.

Section 3-Overtime

Whenever any employee is assigned by the Chief (or is otherwise assigned in accordance with the Department policy) to work in excess of his regularly assigned work week in addition to all other benefits to which he may be entitled, s/he shall be paid for such overtime work at no less than one and one-half (1½) times his/her regular hourly rate for all such overtime hours worked. Any fractional part of an overtime hour shall be paid to the next highest whole half hour at the rate of time and one-half.

No employee shall be allowed for the safety of the employee to be scheduled to work more than thirty nine (39) consecutive hours in a row (one and ½ tours). Unless so required by the Fire Chief or his/her designee. (Mandatory Holdover shall not exceed one ten or one fourteen-hour shift for any one employee within any 48-hour period.)

Section 4-Recall Pay

In the event that bargaining unit employees are called in to return to work during scheduled time off, they shall receive a minimum of two (2) hours' pay at the time and one-half rate, except where such recall runs into the start of the employee's regular work shift, the employee shall be paid at the time-and-one-half rate only for those hours in advance of the regular shift starting time and shall be paid at the straight time rate commencing with the regular shift starting time. Where the recall time does not include the employee's regular shift hours, all hours worked shall be paid at the time-and-one-half rate and work beyond the initial two hour minimum shall be rounded off to the next whole half hour.

Section 5-Hold Over Pay

In the event that the bargaining unit employees are required to work additional time at the change of shifts, the first addition fifteen (15) minutes of hold-over overtime is not compensated. All overtime worked after the first fifteen (15) minutes shall be rounded off to the next half (½) hour (to illustrate: Sixteen (16) minutes is rounded off to the next half hour; thirty one (31) minutes is rounded off to sixty (60) minutes, and so on).

In computing overtime worked when a holdover lasts longer than fifteen (15) minutes, wash-up time shall be added to the total holdover time and an additional fifteen (15) minutes shall be added for officers and senior men who are required to make out records and reports, or until completed.

Section 6-Assignment & Tracking of Overtime Hours

Non-emergency overtime shall be assigned on a town-wide basis. Whenever practical, such work shall be offered to the employee with the lowest total number of overtime hours to his credit during the contract year and shall be given out on an equal basis during the contract year. An up-to-date card-file system shall be used to record all overtime. The duty officer shall make entries in the card file with proper hours, date, and the officers' initials. Overtime slips shall be completed and filed in the duty officer's room and shall be available for employee inspection.

Section 7-Overtime of Less than 4 hours

Overtime which the duty officer believes will be less than four (4) hours in duration will be announced in the usual fashion over the fire radio or may be given to any off-duty personnel present in the station at the time of the overtime; or any person may, if they wish, be placed on a non-emergency (detail) overtime list. The Chief or his designee may use any of the methods set out in this section in making non-emergency overtime assignments of less than four (4) hours duration.

Section 8-Overtime Book

All non-emergency overtime shall be recorded and used in the total hours to the employee's credit. One (1) employee shall be appointed by the Union President to check the recording from the pay slips, bi-monthly. Any errors or omissions will be reported to the Chief or his designees, who will verify the error or omission and will make any necessary adjustments in the recorded overtime hours.

Newly appointed bargaining unit employees shall be assigned the highest total number of overtime hours in the card file at the time of their appointment. The card file shall be zeroed the first of each fiscal year with all personnel maintaining their same position in the file.

Section 9-Recruit Class

Satisfactory completion, within two (2) years of initial hire, of the Massachusetts Fire Academy Recruit Firefighting Program or its designated substitute and the obtaining necessary certification by the MA Fire Training Council as FF I/II is understood to be a condition for continued employment, and failure to complete said program and obtain certification satisfactorily shall be basis for termination without recourse to the grievance and arbitration procedure, even in those cases where the employee has completed the probationary period.

Section 9A-Recruit Class Housing

During recruit fire training as described in Article XI Section 9, the Town shall provide members with housing within a reasonable distance from the Massachusetts Firefighting Academy or its designated substitute.

Section 10-Minimum Training

Before a newly hired Firefighter/EMT/Paramedic will be counted towards minimum staffing provisions of the contract, he or she will first receive a minimum level of training equivalent, to a Firefighter I level. This section shall not supersede Article XI, Section 9.

Section 11-Fire Inspector Position

The Fire Inspector Position shall be added to the Bourne Fire Department as the 5th Fire Lieutenant's position, and shall become the entry-level officer's position. While in this position, nothing shall prevent this officer from taking a promotional exam nor shall this person be prevented from being promoted, if eligible, to a higher rank because of service as the fire inspector. Once a line position becomes available, the fire inspector shall be moved to the Line Officers position, provided that the fire inspector wishes to be moved to the line position. The Fire inspector shall be offered and is free to take or refuse overtime as it is offered in accordance with the Unions assignment of overtime hours.

Section 11A

During fire inspection courses the Town shall provide members with housing within a reasonable distance from the Massachusetts Firefighting Academy, National Fire Academy or its designated substitute, for classes in which its duration is two consecutive days or greater.

ARTICLE XII: PAID DETAILS

Paid details as assigned by the Chief to willing employees shall be compensated by the individual, corporation or firm employing such member at the hourly rate of one-and-one half times the maximum hourly rate for the rank of the individual assigned, with the minimum of three (3) hours per assignment. Any part of an hour shall be considered a full hour. Employees shall be compensated by the party utilizing the service either before or at the end of the detail period. Said

compensation will be paid to the Town and the Town will then make payment to the employees. Non-emergency cellar pumping work shall be considered as a paid detail and compensated as provided herein.

An up-to-date card-file system shall be used to record all details. The duty officer shall make entries in the card-file with proper detail hours, date, and the officer's initials. Detail slips shall be completed and filed in the duty officer's room and shall be available for employee inspection.

ARTICLE XIII: GRIEVANCE PROCEDURE

Section 1-Definition

The purpose of this grievance procedure is to settle alleged grievances of employees covered by this Agreement as quickly as possible so as to insure efficiency and promote employees' morale.

A grievance shall be any matter involving the interpretation and application of this Agreement. No matter within the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall be a subject of grievance hereunder, except as otherwise provided in Article VI, Section 6 of this agreement.

Section 2-Steps

Step 1. IMMEDIATE SUPERVISOR. The matter shall first be discussed orally with the Shop Steward and the employee's immediate supervisor, within ten (10) days of the occurrence, or failure of occurrence of the incident upon which the grievance is based.

Step 2. CHIEF. If the matter has not been resolved at Step 1, it may be presented to the Chief in writing within fifteen (15) days of the occurrence of the incident upon which the grievance is based. The Chief shall answer the grievance in writing.

Step 3. TOWN ADMINISTRATOR. If the matter has not been resolved at Step 2, it may be presented to the Town Administrator within five (5) days after receipt of the written answer by the Chief or within ten (10) days after presentation of the grievance to the Chief, whichever occurs first. The Town Administrator shall answer the grievances in writing.

Step 4. ARBITRATION. If the matter has not been resolved at Step 3, it may be submitted to arbitration by the Union within twenty (20) days after receipt of the written answer by the Town Administrator or within thirty (30) days after presentation of the grievance to the Town Administrator, whichever comes first. Submission to arbitration shall be accomplished by letter addressed to the American Arbitration Association, postage prepaid, with a copy to the Town Administrator.

The arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Agreement. The decision of the arbitrator shall be binding and final on both parties.

Section 3-Grievance Committee

A Union Grievance Committee shall be specifically authorized to file grievances on behalf of covered employees and/or the Union in accordance with the procedures set forth herein. The Union shall notify the Chief in writing of the names and members of this Committee not exceed (3) in number.

Section 4-Time Limits for Filing Grievance

Failure to initiate and process a grievance in accordance with the time limits set forth in Section 2 shall be deemed a waiver by the Union and employee and preclude further processing of the grievance. Should the Employer fail to respond to the grievance within the time limits as set

forth at any Step, the grievance may be advanced to the next Step by the Union or employee within the times specified as though a negative response had been received. The parties may mutually agree to extend any of the time limits as specified in Section 2.

Section 5-Exclusion from Time Limits

The time limits specified in this article shall not include Saturdays, Sundays and Holidays.

ARTICLE XIV: LIVING RADIUS

All current members are allowed to live within 60 minutes of the Buzzards Bay Fire Station located at 130 Main Street, Buzzards Bay, Mass. 02532. Town of Bourne Fire Department will use Mapquest or similar mapping system with no changes to setting to confirm the employee's residential address is within the currently mentioned article.

If a current employee moves he/she will have to move within 15 miles of the Town of Bourne Borders as outlined in the Massachusetts Civil Service Regulations, this shall not be required if the employee has 15 or more years of service with the Town of Bourne Fire Department. He/she shall be allowed to live within 60 minutes of the Buzzards Bay Station located at 130 Main Street, Buzzards Bay, Mass. 02532, as outlined in first sentence.

Any employee hired after July 1, 2017, will have to live within 15 miles of the Town of Bourne Borders as outlined in the Massachusetts Civil Service Regulations.

ARTICLE XV: HEALTH, SAFETY AND TURNOUT EQUIPMENT

The parties shall cooperate fully in matters of safety, health and sanitation affecting employees. The Town shall furnish the following and at the time of purchase, when it applies, the items listed below must meet the current standard of the National Fire Protection Association (NFPA) standard(s) for the equipment purchased.

The Town shall furnish the following turnout equipment:

Protective clothing for structural firefighting to include, but not limited to:

- Protective coat
- Protective trousers (night hitch)
- Protective hood & suspenders
- Helmet for structural firefighting
- Gloves for structural firefighting
- Protective footwear for structural firefighting
- Protective clothing for wild land firefighting
- Protective coat
- Protective trousers
- Protective hood
- Protective helmet for wild land firefighting
- Protective gloves for wild land firefighting
- Protective footwear for wild land firefighting

Other Equipment:

- Fit tested, issued self-contained breathing apparatus mask(s) to each member(s)
- Wool Mittens
- EMT holster, pen light, scissors
- Goggles

Additional Equipment for Fire Inspector(s) Only:

- Hard hat/brush hat (if not provided under Wild land Firefighting*)
- Coveralls*
- Work boots/safety shoes*

(*Note: these items apply to the fire inspector only)

All items to be furnished on replacement of present equipment as needed, including any other turnout equipment deemed necessary by the Chief to meet department needs.

ARTICLE XVI: CLOTHING ALLOWANCE

Section 1-Current Employees

Except as modified by Section 2 of this Article, the Town shall provide each member of the bargaining unit with a clothing allowance of \$1000.00 per year to be used toward the purchase of the clothing items set forth in the Department's uniform policy, which policy is incorporated herein by reference and made a part hereof.

The clothing allowance shall be paid to each eligible employee in equal installments in the first pay period in September and in March of each year.

Each employee is required to possess his own articles of uniform with each article identified by employee name. The Chief may require the purchase of required uniform and clothing articles where articles are found to be missing or in need of replacement.

Section 2-New Employees

During the year of initial hire, new employees shall receive a clothing allowance payment of \$500.00 as soon as they commence their employment, to be used for purchasing items set forth in Section 1.

Employees hired between July 1st and December 31st shall receive their next clothing allowance under Section 1 the next March. Employees hired between January 1st and June 30th shall receive their next clothing allowance under Section 1 in September of the year following their date of hire.

ARTICLE XVII: NEGOTIATING TIME AND CONVENTIONS

Section 1-Negotiations

Reasonable time off without loss of pay shall be granted to a committee selected by the Union, constituting no more than five (5) employees, for the purpose of negotiating a successor agreement when this agreement expires, provided, however, that any such meeting will normally be held during off-duty hours whenever practical.

Section 2-Meetings

Subject to the operating needs of the Fire Department as determined by the Chief, leave of absence without the requirement to make up such time shall be granted to not more than two members selected by the Union to represent it at the following conventions:

- *Professional Fire Fighter of Massachusetts, AFL-CIO
- *International Association of Fire Fighters, AFI-CIO
- *Massachusetts State Labor Council, AFL-CIO

Further, subject to the provisions of this Section, one (1) employee shall be allowed to attend the Massachusetts EMS Convention.

ARTICLE XVIII: SALARY SCHEDULE AND BENEFITS

Section 1-Salary

Persons covered by this Agreement will be paid under the salary schedule set forth in Appendix A annexed hereto.

Section 2-Advancement In Steps

All new permanent employees who are certified on a Civil Service list shall be placed in Column 1 and shall, upon completion of each successive year of service in the position, and subject to the approval of the Chief, be advanced to the next numerically numbered column. An employee promoted to higher rank shall receive the next higher step for such higher rank.

Section 2A-Step Advancement According To Anniversary

Employees hired between January 1 and June 30 of any year shall receive a step rate on the second next July 1 following date of hire and thereafter on July 1. Employees hired between July 1 and December 31 of any year shall receive a step rate on the next July 1 and thereafter on July 1.

Provisional employees will be hired at the P step and shall advance to Step 1 when certified on a Civil Service List or on the second next or next July 1 following date of hire (computed under the previous paragraph) whichever first occurs, and shall receive step rates thereafter on July 1.

Section 3. Sick Leave

Sick leave with full pay shall be granted to permanent full-time employees at the rate of one and one-quarter days for each month of continuous service, and any portion of such allowance not used in any year by the employee may accumulate indefinitely for the use of such employee in later years. Both regular and accumulated sick leave allowance shall be payable only in cases of bona fide illness or non-work connected accident, and shall not be payable if the absence is caused by overindulgence of alcohol or drugs, or by the employee's misconduct. Effective July 1, 2012, employees covered by this agreement may use accumulated sick leave to care for an ill member of their immediate family. *For purposes of this paragraph immediate family shall be defined as spouse or partner, children, mother and father.* Payment of sick leave allowance shall be made from departmental appropriations.

A doctor's certificate may be required by the Fire Chief during the period of employee's illness prior to said employee being allowed to return to work. No sick leave shall be allowed in excess of that permitted under this Section.

Any employee who has been warned of excessive sick leave absences or warned that a pattern of sick leave abuse exists (e.g. absences before or after holidays, or regular days off), shall be subject to discipline following continued excessive absences or continued patterns of abuse.

An employee who reports out sick prior to the start of his/her 24-hour tour may report sick for either the day tour, night tour or the entire 24-hour tour. Either one (1) sick day or two (2) sick days shall be deducted from his/her accrued available sick time accordingly. An employee who leaves sick prior to 12:00 PM, shall have two (2) sick days deducted from his/her sick time. An employee who leaves work after 12:00 PM, and before 12 midnight shall have one (1) sick day deducted from his/her accrued time. An employee who leaves after Midnight shall have no sick time deducted.

Section 4-Posting of Time

The Chief shall post, no later than July 15 of each year, the total number of accumulated sick days to each employee's credit along with the number of sick days charged in the previous contract (fiscal) year.

Section 5-Injury on the Job

Injury-on-job leave will not be deducted from sick leave or annual leave and shall be paid by the Town.

Section 6-Vacation Time

Annual leave with full-pay shall be granted to permanent full-time employees at the rate of: (two working weeks, one year to four years); (three working weeks, five years to nine years), (four working weeks, ten years to fourteen years); (five working weeks, fifteen years and above). This vacation change will begin July 1, 2018. A workweek of vacation will consist of two (2) day tours and two (2) night tours of duty. Employees who reach an anniversary service date which entitles them to additional vacation leave, shall receive paid additional vacation during the fiscal year in which they become eligible, waiting, however, for the actual anniversary date to occur before actually taking the additional time off.

Effective date of execution of the full agreement, employees shall be allowed to utilize on a tour-by-tour basis (single tours) (either four (4) days, four (4) nights or a combination of days and nights) of vacation as follows:

- The third week after five (5) years may be used without restriction provided that the provisions of Article XVIII, Section 6 are satisfied.
- Either the fourth or fifth week (a second week) may be used where, at the time of the request no vacation tour or personal day is already scheduled, or where the other provisions of Article XVIII, Section 6 are satisfied.
- Long-term absences of an employee shall not prevent approval of a single vacation tour.
- No single tours may be used on Christmas Eve, Christmas Day, New Year's Day and Thanksgiving.

It is agreed that only one employee per shift shall take a single tour at any one time. Whenever possible, employees seeking to take single tours shall notify the Chief at least two (2) weeks in advance, or if it is not possible, with as much notice as is possible. The Chief may deny a single vacation tour request if another employee on the same group has already requested and been granted a single vacation tour or personal day for that same shift, provided however that if an employee requests a personal day for a reason found by the Chief to constitute an "emergency condition" under Section 16, this paragraph shall not apply. All prior practices with regard to this issue shall be superseded by the provisions of this Section 6.

Vacations shall not be cumulative year to year unless authorized by the Chief. However, the Chief shall not allow any accumulated period in excess of thirty (30) days, nor shall any employee be permitted to accumulate the first two weeks of annual leave.

For the purposes of this section, a week's vacation shall consist of two (2) concurrent twenty four (24) hours shifts, within a seventy two (72) hour period. Single vacation days shall be granted based on a ten (10) hour day or a fourteen (14) hour night, either counting as one vacation day. One twenty four (24) hour shift will equal two (2) vacation days used.

Section 6A-Vacation Time, Fire Inspector

Annual leave with full-pay, computed based on total Town Time, shall be granted to permanent full-time fire inspector(s) at the rate of: One working week after one year; two working weeks after two years; three working weeks after seven years; four working weeks after fifteen years; five working weeks after twenty years. A workweek of vacation will consist of Monday through Fridays, as scheduled in Article XI, Section 1A. Employees who reach an anniversary service date which entitles them to additional vacation leave, shall receive paid additional vacation

during the fiscal year in which they become eligible, waiting, however, for the actual anniversary date to occur before actually taking the additional time off.

Employees shall be allowed to utilize on a tour-by-tour basis (single tours of vacation as follows the third, fourth and fifth week) may be used without restriction.

Whenever possible, employees seeking to take single tours shall notify the Chief at least two (2) weeks in advance, or if it is not possible, with as much notice as is possible.

Vacations shall not be cumulative year to year unless authorized by the Chief. However, the Chief shall not allow any accumulated period in excess of thirty (30) days, nor shall any employee be permitted to accumulate the first two weeks of annual leave.

Section 7-Vacation Picks

Vacation leave shall be earned for length of service as outlined above in Section 6. Leave shall be taken during the fiscal year July 1 through June 30.

Employees shall choose vacation assignment by June 1 of each year for the vacation year to begin July 1. Changes from the finalized sign-up list may be made only with the approval of the Chief in the vacation year.

It is understood that employees who are absent from duty on sick leave in excess of sixty (60) consecutive tours shall not be entitled to any accrued vacation time for the period in which said absence occurs.

Section 8-Holidays

All permanent full-time employees shall receive regular pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriot's Day (one day)	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

For each Holiday, whether it falls on a regular work day, day off, or vacation period, an employee shall receive an extra day's pay computed as one-fourth ($\frac{1}{4}$) of his regular weekly pay. Holiday pay shall be paid in the months of December and June. In recognition of all holidays in the above list worked by Fire Department employees, all holidays in the above list shall be paid at the rate of one-fourth ($\frac{1}{4}$) of an employee's regular weekly pay. When the Holiday occurs on the fire inspector's regularly scheduled work day, the fire inspector shall have a day off with regular pay on each holiday which falls during the Monday through Friday work week. If the holiday falls on a Sunday, the Inspector(s) shall have the Monday following that holiday off, for any holiday that falls on a Saturday, the inspector shall have the Friday before the holiday off. If the fire inspector is called in on a holiday, the inspector will be subject to the provisions of Article XI, Section 3.

Section 9-Military Service

Military leave shall be allowed without loss of pay in accordance with provisions of General Laws, Chapter 33, and Section 59.

Section 10-Other Absences

Up to two (2) twenty four hour tours leave, with pay, shall be allowed for making arrangements and attending the funeral upon the death of a member of the immediate family. In regards to the fire inspector, if on a 5-day work week, up to five working days or if on a 4 day

work week, up to four working days off, with pay will be allowed for making arrangements and attending the funeral upon the death of a member of the immediate family. "Immediately family" shall include spouse, parents, children (including step-children and adopted children), brothers, sisters, father-in-law, mother-in-law, grandparents, brother-in-law, sister in-law, aunts, uncles, step-parents, step-brothers, and step-sisters. Additional bereavement days may be granted by the Fire Chief and shall be deducted from sick leave.

Section 11-Attendance

An employee unable to report to duty must first notify the Chief or other ranking officer in charge of the shift, when possible, one hour before schedule time, and shall state the reason for the absence. Failure to do so without a reasonable excuse may result in loss of pay for the day in question at the discretion of the Chief. Employees falsely reporting themselves sick for a tour of duty shall be subject to discipline which may include discharge.

Section 12-Life Insurance

All new employees will be required to take group life insurance as offered by the Town under Chapter 32B of the General Laws after sixty (60) days of full-time employment on a permanent full-time job, unless the employee files a waiver.

Section 13-Retirement Benefits

Nothing in this provision shall be construed to restrict or otherwise affect any rights or benefits of members of the Barnstable County Retirement Association except as provided by Chapter 32 of the General Laws.

Section 14-Longevity Increments

Any employee in full-time service of the Town in permanent status in a position covered by this Agreement shall be paid, in addition to the compensation received under this Agreement, annual increments determined as follows:

10 years but not over 15:	\$425.00
15 years but not over 20:	\$475.00
20 years but not over 25:	\$525.00
25 years but not over 30:	\$575.00
30 years and over:	\$625.00

Full-time service as defined in the preceding paragraph may consist of continuous service or total service. If the service is interrupted by lay-off or other reasons not resulting from the employee's own misconduct, total service will be considered as continuous service.

The annual longevity increment shall be paid from one payroll at the end of the year and will be prorated for the year in the case of an employee becoming eligible for payments pursuant to the above schedule during the year, employment termination or death of the employee. In the case of the latter, the amount of longevity compensation due will be paid to the deceased employee's estate. The basis of the proration shall be the first day of each calendar month.

Section 15-Education Pay

The Town shall pay employees for education credits earned toward a degree in Fire Science or Paramedic Science at a rate of twenty dollars (\$20) per credit up to a maximum of one thousand two hundred dollars (\$1,200) for sixty (60) credits for an Associate's Degree, and two thousand four hundred dollars (\$2,400) for one hundred twenty (120) credits for a Bachelor's Degree and \$3,600 for 180 credits for a Master's degree. Courses for which credit will be given are those courses approved by the regionally accredited institution. State or community colleges as part of

the Fire Science or Paramedic curricula for completion of which a Fire Science or Paramedic Science degree is awarded or as part of an Emergency Management Program as part of a Business Administration Program or as part of a Public Administration Program and as Part of Masters in Social Work. Employees shall notify the Town at the start of each semester of the courses being taken for education credit.

Education credits shall be paid on a weekly basis as part of the regular weekly salary to qualified employees. Employees must submit evidence of satisfactory completion of eligible courses to the Fire Chief on or before June 30th of each fiscal year. (MOU between Town of Bourne and Local 1717. Signed 12/17/2014)

Section 16-Personal Leave

Up to 34 hours of personal leave per contract year, non-cumulative, shall be granted by the Fire Chief to full-time employees. Said time may be taken in any combination of Day tour(s), Night tour(s), Day and Night Tour(s) (consecutively) (note: a 24 hour period shall constitute 2 personal days used). Example: an employee may choose to take three (3) Day Tours, one (1) Night Tour and two (2) Day Tours, or two (2) Night Tours. When possible, the employee will file written notice of intention to take such leave with the Fire Chief not less than five (5) working days in advance. Personal time may be used for emergent conditions with no advanced notice, i.e.: emergency childcare. Employees asking for emergent personal time shall call in the same fashion as to call out sick notifying the intent to use personal time of an emergent nature.

The Chief may deny either a single vacation or personal day tour request if another employee on the same group has already requested and been granted a single vacation tour or personal day for that same shift, provided however that the nature of the personal time is not emergent, if an "emergent circumstance exists" this paragraph shall not apply. All prior past practices with regard to this issue shall be superseded by this paragraph.

No personal tours may be used on major holidays, such as Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Thanksgiving Eve and Thanksgiving Day due to staffing requirements at the discretion of the Chief.

Section 16A. Small Necessities Leave Act.

Massachusetts General Laws Chapter 149, Section 52D, permits an employee, with at least twelve (12) months of service provided or least 1,250 hours of service during the previous twelve (12) month period, to take up to a total of twenty-four (24) hours of leave within a twelve month period for the following purposes:

- a. To participate in school activities directly related to the educational advancement of a son or a daughter of the employee, such as a parent-teacher conference or interviewing for a new school; and,
- b. To accompany a son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and,
- c. To accompany an elderly relative (an individual of at least 60 years of age who is related by blood or marriage to an employee, including a parent) of the employee to routine medical or dental appointments for other professional services relating to the elder's care such as interviewing at nursing or group homes.

The employee must provide the Fire Chief with seven (7) days' notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the employee is required to provide notice of the leave as soon as practicable. The statute provides for an unpaid leave of absence. An employee may elect to use any available accrued vacation, personal or sick leave for this purpose. Written certification or documentation supporting a request for leave under this Act is required at the discretion of the Fire Chief.

Section 17-EMT and Paramedic Pay

Employees who hold certifications as Emergency Medical Technicians and/or Paramedics must maintain their certifications and any required regional medical authorization to practice as a condition of continued employment as EMT and/or Paramedics.

Effective July 1, 2012 the following amounts shall be added to the base salary of firefighters, Lieutenants, and Deputy Chiefs: EMTs \$3,000.00 and Paramedics \$6,000. Effective July 1, 2012 Personnel salary in Appendix "A" shall be listed as Firefighter EMT, Firefighter Paramedic, Lt EMT, Lt Paramedic, and Deputy Chief EMT and Deputy Chief Paramedic.

EMT or Paramedic pay will be paid on a weekly basis as part of regular weekly salary to qualified certificate holders, and will cease being paid to employees who cease performing the duties of EMT or Paramedics or who allow their certification to lapse. (Employees out on injured leave or sick leave will continue to receive the EMT or Paramedic pay weekly). Fire fighters and officers will provide the Town with three (3) months' notice of their intention not to continue as EMTs and/or Paramedics or of their intention to let their certifications lapse.

The Fire Chief shall control the number of EMT and Paramedic certificate holders. The total number of Paramedics shall not be less than 80% (Eighty Percent of the fulltime department total) with no more than 20% (Twenty Percent) being Emergency Medical Technicians. This number only applies to the members represented by Local 1717.

The Town of Bourne has no obligation to pay any increase for members requesting to change their status from Emergency Medical Technician to Paramedic. This would be a case by case decision based on number of Paramedic/EMT's currently practicing and Town of Bourne Fire Department's current and future needs.

Increases in the number of certifications required by the Fire Chief will be based upon departmental seniority of employees so that the more senior employees will be given preference. Where certifications are being decreased, employee seniority based on total time as an EMT with

the Bourne Fire Department shall govern so that the more senior EMTs will have preference in remaining EMTs or giving up their certification.

If the Chief decides to hire a firefighter/EMT, an incumbent Firefighter/Paramedic with at least seven years of service may elect to fill such position, and in that event the Chief may hire a firefighter/paramedic to replace the individual filling the firefighter/EMT position. In the event that more than one Firefighter/Paramedic seeks to fill such firefighter/EMT position, seniority in the Department shall govern. The Chief may require the selected Firefighter/Paramedic who moves into a Firefighter/EMT position to forfeit his or her Paramedic stipend if the Chief determines that a surplus of such Firefighter/Paramedic positions exist in the Department.

New firefighters and officers hired on or after July 1, 1978 may be required by the Town to obtain EMT certification within their first year of employment as a condition of maintaining their position in the Fire Department. The cost of initially obtaining and maintaining EMT and Paramedic certification shall be borne by the employee.

Stand-by manpower in accordance with the provisions of Article XIX shall be provided at Town expense for those employees assigned by the Town to EMT, Paramedic, or other assigned courses or training or for recertification as EMT or Paramedic who are scheduled to work at the time the course or training sessions are being held.

Employees recertifying as First Responders, Emergency Medical Technicians or Paramedics shall receive time and one-half their regular hourly rate of pay for the hours spent at recertification programs and training outside their assigned work schedule with no maximum dollar amount after 1 July 2006, but with understanding the number of M&M rounds needed will be determined by the Cape and Islands Regional Medical Director.

Said monies are to be annually expended for hours outside the assigned work schedule spent in recertification by First Responders, EMTs and Paramedics.

The Town of Bourne will pay for all members bi-annual recertification applications, required by the Commonwealth of Massachusetts Office of Emergency Medical Services. (MA-OEMS) Up to \$150.00 (One Hundred and Fifty Dollars) per member.

Section 18-Out-of-Town Meals and Travel Expenses

Employees assigned by the Town to courses of training, meetings or seminars being conducted outside the Town of Bourne, where said courses of training, meetings or seminars overlap normal meal hours, shall be paid in accordance with the Town's Meal and Travel Expense policy for each meal that the employee was out of town and each mile traveled with an employee's personal vehicle. The town shall make available to employees a department vehicle or a Town Pool vehicle for travel whenever possible. The assignment and use of such vehicle will be in place of mileage reimbursement. The Town shall reimburse employees at the conclusion of the program; employees shall provide for multi-day classes a mileage log to document travel miles for the purpose of reimbursement calculations.

Section 19-Court Time

Employees shall be paid time and one-half their regular hourly rate of pay for time spent in court as a witness on Town business provided such time is outside their regular work schedule. Employees shall be paid a three (3) hour minimum at the time and one-half rate.

Section 20-Payment of Accumulated Sick Leave

Payment for unused, accumulated sick leave shall be made in the event of an employee's death or retirement. There shall be no payment for the first fifteen (15) days accumulated. Commencing with the sixteenth (16) day, the employee (or in the case of death, his estate) shall receive the following buy back schedule based on days accumulated:

- Over 200 days accumulated, paid at 50% payment
- 150 – 200 days accumulated, paid at 40% payment
- 100 – 149 days accumulated, paid at 30% payment
- 16 – 99 days accumulated paid at 20% payment

Based on the existing rates of pay for all such unused, accumulated sick leave. For the purpose of this section, one sick day equals $\frac{1}{4}$ weekly rate.

In cases of regular retirement, employees must provide at least six months' notice to the Town in advance of the Fiscal Year in which the retirement is intended with the following exception:

- The six-month notice requirement will not apply to disability retirements.
- The six month notice requirement will not apply in the event there is new early retirement legislation requiring that notice of intent to retire be given by a date within the six months' notice period.
- Where emergency reasons prevent six months' notice being given in which case the fire chief shall make the final decision on the emergency, provided his discretion is not exercised arbitrarily or capriciously.

Any new firefighter hired by the Town of Bourne on or after July 1, 2012, shall be entitled to a maximum sick leave buy back of \$12,500 for new employees. Those employees hired before July 1, 2012 are grandfathered and compensated as described in paragraph one of Article XVIII, Section 20.

Section 21-Inspector's Vehicle

The Fire Inspector shall be provided a department vehicle, which will be housed at head-quarter's station each evening.

ARTICLE XIX: MINIMUM STAFFING

Section 1-Shift Staffing

The Department shall maintain a minimum shift compliment consistent as outlined in the side agreement as follows:

- (a) One officer and 2 firefighters (Station 1)
- (b) One officer and 2 firefighters (Station 3)
- (c) One officer and 2 firefighters (Station 4)

If shift has ten (10) firefighters (including shift officers) reporting to duty, then the firefighters will be assigned as needed by the fire chief or his designee.

For the purpose of complying with this Section, when a Deputy Chief and another officer(s) are working together on a shift, such other officer(s) will count as firefighters within the meaning of Section 1 (b) and/or 1(c).

If all the duty stations are committed to scene(s)/operations, the Town, through Central Dispatch, will automatically recall one (1) firefighter/EMT and one (1) firefighter/Paramedic to man the station deemed appropriate by the Shift/Incident Commander. If an ambulance has been at a hospital for less than 30 minutes, and has not cleared, or is anticipated to be out of services for more than 30 minutes, the auto recall as outlined in the previous sentences shall apply. If an

ambulance has been at a hospital or been out of service for more than 30 minutes central dispatch will check with the Shift/Incident Commander whether to recall or not. The recall coverage shall be paid at 2-hour increments and any fraction over the second hour shall be paid to the next two-hour unit (i.e.: 1 hour 45 minutes = paid 2 hours, 2 hours 5 minutes = 4 hours). Personnel shall not be kept beyond the hours required for coverage, because they are being paid into the next unit of hours. However, if a second recall is answered by the released personal during that time frame, they will be considered to have remained continually and are not automatically paid a new minimum of 2 hours, but would continue to be subject to the 2 hour incremental pay so that any extension beyond the 4 hours would now increase the hours to be paid to 6 hours.

Section 2-Replacements

In maintaining the complement set forth in Section 1, at the start of each shift, employees shall be called in on an overtime replacement as follows:

Replacement

- (a) Firefighter - Firefighter
- (b) Officer - Officer

If no officer replacement is available, a lower ranking employee may be assigned temporarily in the higher rank and will be paid under the provisions of Article X, Section 2.

An employee who fills in for an employee of lower rank or position shall receive his regular rate.

Upon the announcement of an ambulance run, and a request by the Central Dispatcher for stand-by duty, employees may volunteer for stand-by duty, and employees so volunteering shall be compensated whether or not the ambulance transports.

Section 3-Fire Inspector & Minimum Staffing

The Fire Inspector position shall not count towards the minimum staffing of Article XIX, section 1.

Section 3A-Ambulance Recall

An employee shall be allowed only one (1) ambulance recall per day except that if the Central Dispatch Center announces a particular call for the second time, all personnel shall be considered eligible. The Fire Inspector, during their normal work hours, shall wait until third call to respond. However, if the situation warrants it, the inspector(s) may be called upon sooner, but the recall procedure shall still be used to summon additional help.

Section 4-Computation of Minimum Staffing

Only persons covered by this Agreement shall be included in computing the complement present at the start of each shift.

Section 5-Involuntary Reduction in Force

In the event of an involuntary reduction in Department manpower resulting in employee lay-offs, to the extent permissible by law, the Fire Inspector Position shall be eliminated, then lay-offs shall take place on the basis of departmental seniority rather than seniority within job classifications.

ARTICLE XX: SWAPPING OF DUTY HOURS

Employees covered by this Agreement shall be allowed to trade duty hours for reasons of a personal nature provided:

- Such substitution is within classification.
- The request is made in writing, except if emergency prevents such advance notice at least two (2) days in advance to the employees' superior officer.
- The Town is not held responsible for enforcing any agreement made between employees.
- No employee shall initiate swap time proceeding to accept or partake in employment outside the Fire Department. Time owed, however, shall be available for whatever reason the employee chooses to use it for.
- All employees, after accepting/signing that they will work a swap, shall take full responsibility for that shift. If for some reason an employee should become ill or sustain an on-the job injury, a sick day, vacation day or personal time will be charged to that employee's sick time or line of duty injury and the Town will fill the shift.
- The employee's time will be charged the full amount to fill the shift. i.e.- 10 hour dayshift will equal 15 hours of time charged, 24 hours will equal 36 hours of time charged if the Town has to pay time and a half.
- The coverage of swap reimbursement will be at Fire Chief's discretion.

ARTICLE XXI: STABILITY OF AGREEMENT

Section 1

The failure of the Town or the Union or of any other covered persons to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union, or of any such employees to the future performance of any such term or provisions and the obligations of the Union and the Town or such employee for such future performance shall continue in full force and effect.

Section 2

The parties to this Agreement may from time to time make amendments, modification, changes, or revisions in this Agreement, provided that said amendments, modifications, changes, or revisions are mutually agreeable, reduced to writing in acceptable language and appended to the body of this Agreement.

ARTICLE XXII: SEPARABILITY AND SAVINGS

Section 1

If any Article, Section, or paragraph or parts of this Agreement, or any rider thereto should be held to be invalid by operation of law or by any agency or tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article, Section, paragraph, or parts should be restrained by such agency or tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article, Section, paragraph, or parts to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article, Section, paragraph, or part is held invalid or enforcement of or compliance with, which has been restrained as set forth above, the parties affected thereby shall

enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph, or part during the period of invalidity or restraint.

Section 2

All lawful and authorized job benefits, conditions, rights, or privileges that are now being enjoyed by firefighters in this Agreement shall remain in full force and shall not be taken away as a result of the signing of this Agreement.

Section 3

The term past practice shall refer to those practices, policies, benefits and procedures which have recurred with regularity over the past nine (9) years.

For those practices which do not occur regularly or with any frequency, a past practice shall only be deemed to exist where the practice was known and recognized by the Union and the Fire Chief or the Board of Selectmen, and was applied in the same manner each or most every time that the matter arose.

ARTICLE XXIII: FUNERAL BURIAL EXPENSES

The Town Meeting has adopted the provisions of Massachusetts General Laws, Chapter 41, Section 100Q, providing for funeral and burial expenses by members killed in the line of duty.

ARTICLE XXIV: SEARCHES OF DEPARTMENT PROPERTY

For the mutual convenience of the employees and the Fire Department, employees may be assigned Department-provided equipment including, but not limited to, vehicles, lockers, desks, and cabinets. The retention by employees of any personal items in such equipment shall be at the employee's risk. Neither the Town of Bourne, the Bourne Fire Department, nor supervisory employees shall be responsible for any losses of personal property.

It is further agreed that any Department-provided equipment is subject at any time to entry, search and inspection by the Chief or his designee. Any personal property contained in such Department equipment may also be examined for due cause, and in the presence of the employee who owns the property.

The provisions of this Article apply to any Department provided equipment even if it is protected by a lock provided by the employee. It is understood and agreed that employees have no expectation of privacy when utilizing Department provided equipment.

ARTICLE XXV: DRUG TESTING

Section 1

PURPOSE: To define policy regarding the use of alcoholic beverages and illegal drugs with regard to participation in assigned duty crew shifts, stand-by assignments, training drill sessions, meetings, and the paid-on-call program.

Section 2

OBJECTIVES: It is the goal of the policy that no employee of the fire department is ever under the influence of alcohol or drugs while on duty, at training, at department meetings, or while responding on calls. It is also a goal that no employee of the department ever causes an injury to self or others, or causes property damage due to the effects of alcohol and illegal drugs. Finally, it is a goal of this policy that no employee ever causes harm to the professional image of the fire

department in the eyes of the public by the consumption of alcohol or illegal drugs prior to the performance of job-related duties.

Section 3

POLICY: When there is public contact with a fire department employee who has used intoxicants, it reflects on each and every employee of the organization. In addition, the stresses of firefighting and emergency services require all to be mentally and physically responsive. To meet the objectives of this policy, the following apply:

- A. No employee shall report for assigned duty shifts, drive any fire department apparatus, drive or ride in the ambulance, or come into contact with any Emergency Medical Services patients, attend training drills, attend departmental meetings, or respond on calls, under the influence of alcohol or illegal drugs.
- B. No employee shall respond to any incident if such employee is under the influence of any type of illegal drugs or has a Blood Alcohol Concentration (BAC) of greater than 0.0%, or, if in the judgement of an officer or Incident Commander, the employee's faculties appear to be impaired as a result of alcohol or drugs.
- C. No employee shall possess or consume alcoholic beverages in the Bourne Fire stations and/or on its grounds, and no open alcoholic beverage containers shall be on the premises of any operational portions of the Bourne Fire Department, including department facilities, vehicles, or grounds. This prohibition will not apply to the use of cooking alcohol or to the possession or consumption of alcoholic beverages at department-sponsored events at which alcoholic beverages are allowed.

Section 4

DRUG TESTING PROGRAM

A. DRUG TESTING BASED ON REASONABLE SUSPICION

Subject to the provisions of this article, and employee shall be subject to urinalysis drug testing (which shall be drug specific) if reasonable suspicion of illegal drug use exists, as determined by the Chief of the Fire Department, or a superior officer (Lieutenant or Deputy Chief). If the determination is made by a superior officer, he shall consult with a second superior officer, and/or with the Fire Chief, and they shall jointly decide whether reasonable suspicion exists and if the employee shall be referred for drug testing. If the superior officer making the initial determination is a Lieutenant, reasonable efforts will be made to have the second superior officer be either a Deputy Chief, or the Fire Chief. For purposes of this provision, a "superior officer" may include a firefighter working out of grade as a superior officer. Determination of "reasonable suspicion" shall comport with constitutional/legal guideline. The employee shall be advised by the Chief or superior officer in writing (and in a manner which protects the privacy of the officer) of the facts and circumstances constituting his determination of "reasonable suspicion", and such notice shall inform the employee of his rights and obligations under this article.

If the individual challenges the reasonable suspicion upon which the Chief or Superior Officer relies, the individual must still provide the test sample according to the procedures and safeguards set forth below, however, the physician's office/laboratory obtaining said sample shall not test such sample as described herein, unless and until permitted to do so, pursuant to the arbitration provisions described herein.

Immediately upon the individual or the Union contesting the Chief's or the Superior Officer's order for urinalysis, the Town and the Union jointly agree to submit the question of

whether or not he Chief or the Superior Officer had reasonable suspicion to order drug testing to a panel consisting of the Fire Chief, the Human Resources Director, and the Union President, or his or her designee. The decision shall be rendered on an expedited basis within seven days, or such time as the parties agree. Such decision shall be final and binding upon the parties.

B. POST-INCIDENT TESTING

An employee shall be subject to an immediate post-incident drug test when in a "critical incident."

A "critical incident" is defined as:

1. The action of any duty employee which results in injury or death of another person;
2. The operation of a vehicle by an on-duty employee that results in a fatal accident or an accident causing any injury to person, or property damage that requires the vehicle being towed from an accident scene being estimated to be in excess of \$20,000.00;
3. Any other event agreed upon by the Town and the Union to be a "critical incident;"
4. Any time an employee is cited with a ticket as a result of a motor vehicle accident that occurs while on duty.

An employee who test positive after a post-incident drug test shall be subject to the same conditions as those who test positive following a "reasonable suspicion" drug test.

C. DRUG TESTING BASED UPON PROMOTION

An employee may be drug tested upon his or her promotion.

D. RANDOM DRUG TESTING

The Town will implement an unannounced, on-duty testing program based on a random selection of employees. The Town will use an established independent, third-part contractor(s) which has clients subject to US DOT-regulated testing to administer the testing process.

Selected employees will be tested for the presence of controlled substances as set forth in Section E. Selected employees are required to participate in the program when selected; refusal to participate is tantamount to a positive test result and shall be treated in accordance with Section F.

Random, on-duty testing will be conducted throughout the year. The Town shall specify the percentage of bargaining unit positions that are to be tested annually, which shall be no fewer than twenty-five (25%), and no more than fifty (50%) of the bargaining unit, and the number of dates on which the tests are to be conducted (i.e. the number of times per year that random testing shall occur). Once tested, pursuant to this program during a given year, an employee will not be subject to random testing again for a period of one year from the date of the testing, unless the test results are positive, as set forth in Section F.

E. PROCEDURES FOR DRUG TESTING

1. All drug testing shall be urinalysis and shall be performed under the Federal Department of Health and Human Services Mandatory Guideline for federal workplace testing as described in Appendix DT/S-I, "Procedures for Drug Testing". These procedures call for the use of Immunoassay Screen (i.e. EMIT) with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology or more advanced technology agreed to by the Town and the Union.
2. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determinations of the presence of these five drugs, classes of drugs, or their metabolites: marijuana

metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines. Additionally, there will be an expanded panel for OxyContin, to include: expanded opiates (including Percodan, Percocet, oxycodone, oxymorphone, and hydrocodone).

The initial test shall use an immunoassay. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these five drugs, or five classes of drugs.

	Initial Test Cut-off levels (ng/mL)
Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites	2,000
(25 mg/mL if Immunoassay specific for morphine)	
Phencyclidine	25
Amphetamine	1,000

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be quantitative analysis.

	Confirmatory Test Cut-off Levels (ng/mL)
Marijuana metabolites	15
Cocaine metabolites	150
Opiates:	
Morphine	2,000
Cocaine	2,000
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

- At the time of the drug test, the employee's urine sample will be divided into two collection bottles ("split sampling"). If a specimen is reported as positive, the employee may have the untested specimen independently tested by a laboratory licensed by the Department of Health and Human Services (DHHS) to perform forensic/drug testing, upon written application to the Fire Chief within seventy-two (72) hours of the notification of a positive test result, consistent with the Health and Human Services Guidelines.

If the test is positive, the employee may present evidence of the use of prescription drugs, which may include confirmation from the employee's prescribing physician and copies of the prescriptions. If the employee is found to test positive for a prescription drug and therapeutic use for which he has a lawful prescription, said employee shall not be subject to discipline under this article.

- If an employee is successful in an appeal of the grounds for a "reasonable suspicion" test, said urine samples shall be destroyed and no material on such test shall be placed or remain in the employee's personnel file and any other Town/Department file.
- The order for the test submission and the actual testing process and results shall not be implemented for the purpose of substantiating criminal allegations against the subject employee.

6. All drug testing costs as described above will be at the sole expense of the Town.

F. CONSEQUENCES OF A CONFIRMED POSITIVE TEST

1. An employee testing positive for the first time shall be allowed to enter a rehabilitation program selected by the Town and approved by the union, in-state or out-of-state, inpatient or outpatient, with the full support and encouragement of the Town. After successful completion of said program, the employee shall return to duty and shall be subject to unannounced drug testing for a period of two years. Tests during this two-year period shall be conducted at reasonable times and while the employee is on-duty. If the employee is again found to have tested positive for any of the drugs listed in Section E2 (assuming no lawful prescription for same), that employee may be subject to discipline, up to and including discharge, and such discipline shall not be subject to appeal through the grievance and arbitration provision of the collective bargaining agreement provided that the union may grieve and/or arbitrate the conduct itself, whether an employee tested positive for drugs. The arbitrator shall have the authority to reverse or sustain the discipline but not reduce the penalty imposed by the Town.
A second or further positive test result, other than during the two-year period referred to above, and each arising from fact patterns and circumstances independent of those relating to the initial positive test result, may result in discipline, up to and including discharge. Factors to be considered in making discipline determination include, but are not limited to the length of time between positive test results, the employee's record in the rehabilitation program, and the balance of the employee's record and work history.
2. An employee must provide documentation to the Town, through the Fire Chief, regarding entry into, and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Town or Fire Chief with proof of successful completion of said rehabilitation program.
3. The employee entering a Rehabilitation Program will sign a Rehabilitation Agreement with the Department and abide by its terms and conditions.
4. An employee's contractual seniority will not be interrupted by any inpatient or outpatient participation in a rehabilitation program as provided in this Article.
5. The employee must successfully complete the rehabilitation program before returning to duty. Before being reinstated to duty, the employee shall meet with the Chief to discuss the rehabilitation program and its completion. Such meeting(s) will be designed to assist the employee's reentry into the workplace.
6. During any in-patient period of such rehabilitation program(s), an employee can utilize sick, vacation, or other leave credits as otherwise available to him/her by the Union/Town collective bargaining agreement (CBA) to maintain compensation status. During any out-patient period of such rehabilitation program, he/she may use up to a maximum of ten (10) days sick leave, if needed by him/her while enrolled in such program(s), and can also utilize vacation or other leave credits otherwise available to him/her, to maintain compensation status.
7. An employee's failure to successfully complete the rehabilitation program, where such failure is based on his/her failure to attend, cooperate with, or participate in the rehabilitation program may result in disciplinary action, and the employee may be required to undergo further rehabilitation. An employee's failure to successfully

complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with, or participation in the rehabilitation program may result in discipline, up to and including termination. The employee's discipline may not be challenged under the grievance and arbitration procedure set forth in the collective bargaining agreement between the Town and the Union, except that the Union may grieve and/or arbitrate the conduct itself, whether the employee's failure to successfully complete the rehabilitation program was attributable to his or her fault. The arbitrator shall have the authority to reverse or sustain the discipline but not reduce the penalty imposed by the Town.

Section 5

ALCOHOL TESTING PROGRAM

- A. In circumstances where the facts are sufficient to constitute reasonable suspicion that a Department employee is under the influence of alcohol, as defined in Section IV (A) above, the Chief or his designee shall have the right to require that the employee submit, without delay, to an alcohol screen, and shall advise the employee and the Union of such decision.
- B. Should an employee or the Union dispute the determination that reasonable suspicion exists for requiring submission to an alcohol test, the employee or the Union may appeal that decision pursuant to the provisions of Section IV (A) above.
- C. The employee shall be tested using a blood test, with the sample divided in two parts such that, in the event that the first test is positive, the employee and/or the Union may direct that the second sample be tested by a laboratory of their choice and at the employee's cost. Blood samples for the alcohol screen shall be taken and the testing shall be conducted by a laboratory that has been certified by either a state or federal agency to provide such testing. In the event that the results of the blood screening do not become available during the employee's shift, the employee shall be placed on paid administrative leave until the results are available, at which time the employee shall be either returned to work or placed on the appropriate leave as described below.
- D. **RESULTS OF A POSITIVE ALCOHOL TEST**
 - 1. In the event that an employee tests positive for alcohol with a BAC of greater than 0.0%, the employee shall be relieved of duty for the remainder of his or her shift, but will be allowed to use vacation, sick pay, and/or other compensable to the extent available, or be placed on leave without pay, if such leave is not available, and shall otherwise be treated pursuant to Section IV (F) above.

Section 6

ADDITIONAL PROVISIONS FOR DRUG AND ALCOHOL TESTING

A. SELECTION OF LABORATORY AND MEDICAL REVIEW OFFICER

- 1. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs, and by the Department of Health and Human Services.
- 2. As set forth in said Mandatory Guidelines, there shall be a Medical Review Officer (MRO) chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee's medical information. The qualifications of the MRO, as set forth in said Guidelines, include being a licensed

physician. The role of the MRO is to review and interpret confirmed positive test results obtained through the Department's testing program. The MRO shall not be an employee of the Town.

B. CONFIDENTIALITY OF RECORDS

Test results and other information relating to drug or alcohol testing of an employee shall be maintained in a confidential file, separate from the employee's personnel file.

C. RETENTION OF CONTRACTUAL RIGHTS

Any employee who is disciplined pursuant to this Article shall be availed of his or her rights to grieve and arbitrate such discipline pursuant to the contractual grievance and arbitration provisions.

ARTICLE XXVI: Wage Re-opener




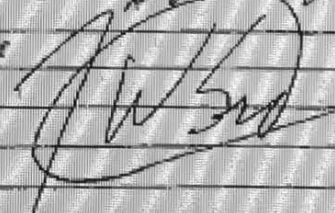
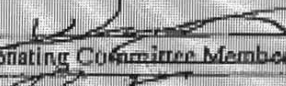
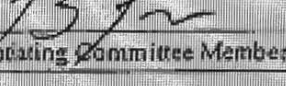
The parties agree that in the event the Town reaches agreement with another union that provides a larger wage adjustment than is provided in this agreement, the parties will meet for the purpose of further negotiation of wages. This agreement is not applicable to any collective bargaining agreement resulting from arbitration.

ARTICLE XXVII: DURATION AND EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective as of July 1, 2017 and shall continue in full force and effect until and including June 30, 2020 and from day to day thereafter until a new agreement is negotiated and executed by the parties hereto.

On or after December 1, 2019, either party shall notify the other of its intention to commence bargaining for a successor agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

Executed this 30 day of October

International Association of Fire Fighters Local Union 1717 AFL-CIO, CLC		Town of Bourne By its Administrator	
	10/27/2017	Town Administrator	 10/30/17
	10/27/2017	Fire Chief	
	10/29/17		
	10/29/17		